

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	) <b>Chapter 15 Case</b>
	)
<b>FAIRFIELD SENTRY LIMITED, et al.,</b>	) <b>Case No. 10-13164 (SMB)</b>
	)
<b>Debtors in Foreign Proceedings.</b>	) <b>Jointly Administered</b>
	)
<b>FAIRFIELD SENTRY LIMITED (IN LIQUIDATION),</b>	)
<b>et al.,</b>	)
	) <b>Adv. Pro. No. 10-03496</b>
<b>Plaintiffs,</b>	) <b>(SMB)</b>
<b>– against –</b>	) <b>Administratively</b>
	) <b>Consolidated</b>
	)
<b>THEODOOR GGC AMSTERDAM, et al.,</b>	)
	)
<b>Defendants.</b>	)
<b>FAIRFIELD SENTRY LIMITED (IN LIQUIDATION),</b>	)
<b>and FAIRFIELD SIGMA LIMITED (IN LIQUIDATION),</b>	)
<b>acting by and through the Foreign Representatives thereof,</b>	)
<b>and KENNETH KRYS and CHARLOTTE CAULFIELD,</b>	)
<b>solely in their capacities as Foreign Representatives and</b>	) <b>Adv. Pro. No. 10-03626</b>
<b>Liquidators thereof,</b>	) <b>(SMB)</b>
	)
<b>Plaintiffs,</b>	)
	)
<b>-against-</b>	)
	)
<b>BNP PARIBAS LUXEMBOURG SA a/k/a BGL BNP</b>	)
<b>Paribas and BENEFICIAL OWNERS OF ACCOUNTS</b>	)
<b>HELD IN THE NAME OF BNP PARIBAS</b>	)
<b>LUXEMBOURG SA 1-1000,</b>	)
<b>Defendants.</b>	)
	)

**SHAREHOLDER NAME CHANGE STIPULATION**

WHEREAS, Kenneth M. Kryz and Charlotte E. Caulfield, as joint liquidators and foreign representatives (the “Foreign Representatives”) of Fairfield Sentry Limited (In Liquidation)

(“Sentry”), Fairfield Sigma Limited (In Liquidation) (“Sigma”), and Fairfield Lambda Limited (In Liquidation) (“Lambda” together with Sentry and Sigma, the “Funds”), have initiated the above-captioned action (the “Action”) against BNP Paribas Luxembourg SA a/k/a BGL BNP Paribas, as well as beneficial owners of accounts held in the name of BNP Paribas Luxembourg SA 1-1000, for the recovery of \$1,838,245.31 in share redemptions from Sentry and Sigma;

WHEREAS, BNP Paribas Luxembourg SA was fully acquired by BGL BNP Paribas S.A. on or about 1 October 2010;

WHEREAS, BGL BNP Paribas S.A. has requested that the Foreign Representatives amend BNP Paribas Luxembourg SA name in the Register of Shareholders of Sentry and Sigma from BNP Paribas Luxembourg SA to BGL BNP Paribas S.A.; and

WHEREAS, the parties have conferred with regard to the name change request and have agreed to the terms set forth below.

NOW, THEREFORE, the parties do hereby STIPULATE and AGREE as follows:

1. The Foreign Representatives shall amend the name of BNP Paribas Luxembourg SA to BGL BNP Paribas S.A. in the Register of Shareholders of Sentry and Sigma, subject to the agreed-upon conditions set forth herein.

2. The operative Amended Complaint [Dkt. No. 25] and the Proposed Third Amended Complaint [Dkt. No. 28-1] are hereby amended to substitute BGL BNP Paribas S.A. as named defendant for BNP Paribas Luxembourg SA.

3. The Clerk of the Court is hereby authorized and directed to amend the caption of this Action to substitute BGL BNP Paribas S.A. as a named defendant for BNP Paribas Luxembourg SA. The amended caption is as follows:

<b>In re:</b>	) <b>Chapter 15 Case</b>
	)
<b>FAIRFIELD SENTRY LIMITED, et al.,</b>	) <b>Case No. 10-13164 (SMB)</b>
	)
<b>Debtors in Foreign Proceedings.</b>	) <b>Jointly Administered</b>
	)
<b>FAIRFIELD SENTRY LIMITED (IN LIQUIDATION),</b>	)
<b>and FAIRFIELD SIGMA LIMITED (IN LIQUIDATION),</b>	)
<b>acting by and through the Foreign Representatives thereof,</b>	)
<b>and KENNETH KRYS and CHARLOTTE CAULFIELD,</b>	)
<b>solely in their capacities as Foreign Representatives and</b>	) <b>Adv. Pro. No. 10-03626</b>
<b>Liquidators thereof,</b>	) <b>(SMB)</b>
	)
<b>Plaintiffs,</b>	)
	)
<b>-against-</b>	)
	)
<b>BGL BNP PARIBAS, S.A. and BENEFICIAL OWNERS</b>	)
<b>OF ACCOUNTS HELD IN THE NAME OF BNP</b>	)
<b>PARIBAS LUXEMBOURG SA, N/K/A BGL BNP</b>	)
<b>PARIBAS S.A. 1-1000,</b>	)
<b>Defendants.</b>	)
	)

4. BGL BNP Paribas S.A. hereby represents and warrants that it shall have and be bound by the same liabilities (if any) that BNP Paribas Luxembourg SA would have had and been bound by in connection with the claims pending in the Action, had BGL BNP Paribas S.A. not entered into this Stipulation.

5. BGL BNP Paribas S.A. hereby represents and warrants that, as of June 30, 2017, its Condensed Consolidated Interim Financial Statements stated that its total assets in excess of its total liabilities were greater than \$1,838,245.31, plus any interest that may be ordered by the Court on this amount.

6. BGL BNP Paribas S.A. hereby represents and warrants that it will not raise any defenses, affirmative defenses, counterclaims, or other arguments in response to the Foreign

Representatives' claims in the Action that would not have been available to BNP Paribas Luxembourg SA in the Action.

7. BGL BNP Paribas S.A. may raise any and all defenses, affirmative defenses, counterclaims, or other arguments and pursue any and all rights and remedies that would otherwise have been available to BNP Paribas Luxembourg SA, had BGL BNP Paribas S.A. not entered into this Stipulation.

8. Notwithstanding anything to the contrary herein, BGL BNP Paribas S.A. hereby represents and warrants that it will not raise, as an affirmative defense or otherwise, issues regarding applicable statutes of limitation or laches periods that may apply to the pending claims in the Action other than those that BNP Paribas Luxembourg SA could have raised, had BGL BNP Paribas S.A. not entered into this Stipulation.

9. Nothing in this Stipulation shall constitute, nor be deemed to constitute, a waiver of any rights or objections of the parties in connection with the Action or otherwise.

10. Each person who executes this Stipulation represents that he or she is duly authorized to execute this Stipulation on behalf of the respective parties hereto and that each such Party has full knowledge of, and has consented to, this Stipulation.

11. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a counterpart by telecopier, email or other electronic means shall be effective as delivery of a manually executed counterpart, and it shall constitute sufficient proof of this Stipulation to present any copy, copies, or facsimiles signed by the parties hereto to be charged.

Dated: August 20, 2018  
New York, New York

By: /s/ David J. Molton  
David J. Molton  
**BROWN RUDNICK LLP**  
7 Times Square  
New York, New York 10036  
Telephone: 212.209.4800  
Facsimile: 212.209.4801  
E-mail: dmolton@brownrudnick.com

*Attorneys for the Foreign Representatives of  
Fairfield Sentry Limited (In Liquidation),  
Fairfield Sigma Limited (In Liquidation), and  
Fairfield Lambda Limited (In Liquidation)*

By: /s/ Breon S. Peace  
**CLEARY GOTTlieb STEEN &  
HAMILTON LLP**  
One Liberty Plaza  
New York, New York 10006  
Telephone: (212) 225-2000  
Facsimile: (212) 225-3999  
Breon S. Peace  
Email: bpeace@cgsh.com  
Ari D. MacKinnon  
Email: amackinnon@cgsh.com

*Attorneys for Defendants BNP Paribas  
Luxembourg SA and BGL BNP Paribas  
Luxembourg S.A.*

**IT IS SO ORDERED.**

**Dated: August 20<sup>th</sup>, 2018**

**/s/ STUART M. BERNSTEIN**  
**Hon. Stuart M. Bernstein**  
**United States Bankruptcy Judge**